

REQUEST FOR PROPOSAL (RFP) FOR MARKETING MEDIA ADVERTISING RFP2022-03

RFP Response Due Date and Time: Friday, April 4, 2022, at 3:00 p.m. EST

Number of Pages (Including Cover): 16

Issue Date: March 1, 2022

ISSUING AGENCY INFORMATION

Akwesasne Mohawk Casino Resort Mohawk Gaming Enterprises 873 State Route 37, Hogansburg, NY 13655

Single Point of Contact (SPOC): Julie White: (518) 358-2222 ext. 2497, juwhite@mohawkcasino.com

Website: http://mohawkcasino.com/resources/business-opportunities

INSTRUCTIONS TO FIRMS

Julie White

Addendums received (if any):

Mail Proposal to:

Akwesasne Mohawk Casino Resort PO BOX 1179 873 State Route 37 Hogansburg, NY 13655

Mark Face of Envelope/Package with: RFP2022-03

If hand-delivering Proposal, return to:

Julie White 891 State Route 37

Casino Administration Bldg - Speedway Plaza

Hogansburg, NY 13655

Mark Face of Envelope/Package with: RFP2022-03

FIRMS MUST COMPLETE THE FOLLOWING AND RETURN WITH BID PROPOSAL				
(Name/Title)				
(Signature)				

My signature certifies that the, bid as submitted, complies with all Terms and Conditions as set forth in *RFP2022-03*. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

FIRMS MUST RETURN THIS COVER SHEET WITH RFP RESPONSES

Table of Contents

1	PURPO	OSE AND KEY OBJECTIVES	2			
	1.1	Purpose	2			
	1.2	DELIVERABLES	2			
	1.3	BACKGROUND INFORMATION	2-3			
2	PROPO	OSAL PREPARATION INSTRUCTIONS	3			
	2.1	VENDOR'S UNDERSTANDING OF THE RFP	3			
	2.2	GOOD FAITH STATEMENT	3			
	2.3	NOTICE OF INTENT TO PARTICIPATE	3			
	2.4	Proposal Submission	4			
	2.5	COMMUNICATION	4-5			
	2.6	METHOD OF AWARD	5			
	2.7	SCHEDULE OF EVENTS				
	2.8	SELECTION AND NOTIFICATION	6			
	2.9	CONTRACT AWARD	6			
3	PROPO	OSAL CONTENT & EVALUATION CRITERIA	6			
	3.1	CORPORATE PROFILE AND QUALIFICATIONS	6-7			
	3.2	STRATEGIC ACCOUNT AND CREATIVE CAPABILITY				
	3.3	PROJECT MANAGEMENT				
	3.4	CASE STUDIES				
	3.5	FEE STRUCTURE				
4	INSTR	UCTIONS FOR COMPLETING PROPOSAL RESPONSE	8			
	4.1	PROPOSAL DOCUMENT FORMAT	8			
5	CONTI	RACT PROVSIONS	9			
	5.1	ORIGNINAL RFP DOCUMENTS	۵			
	5.2	CONTRACT APPROVAL				
	5.3	PROPOSAL AS A PART OF THE CONTRACT				
	5.4	ELECTRONIC MEANS	_			
	5.5	TAX EXEMPT				
	5.6	TERM	_			
	5.7	TERMINATION				
	5.8	INSURANCE	_			
	5.9	INDEMNIFICATION AND HOLD HARMLESS				
	5.10	INDEPENDENT CONTRACTOR				
	5.11	Warranty				
	5.12	FORCE MAJEURE				
	5.13	CONFIDENTIALITY STATEMENT				
	5.14	COMPLIANCE WITH LAW				
	5.15	GOVERNING LAW				
	5.16	QUANTITIES, ADDITIONS AND DELETIONS				
	5.17	ENTIRE AND BINDING AGREEMENT				
6		OF WORK AND SERVICES				
		DSAL SUBMISSION FORM – APPENDIX A				
		ENCE LIST – APPENDIX B				
10	A BIBILL	AL BREAKDOWN OF SERVICES – APPENDIX D	16			

1 Purpose and Key Objectives

1.1 Purpose

The Mohawk Gaming Enterprises, LLC dba: Akwesasne Mohawk Casino Resort, herein referred to as "AMCR", is requesting bids from qualified firms to provide services required to develop and execute short and long term marketing initiatives to increase business and overall revenues, provide marketing direction and consultation, develop creative design for all marketing programs and media campaigns, produce, and place advertising and promotions using any media including print, television, radio, outdoor, direct mail, and digital. Specifically, AMCR is seeking an agency partner to:

- 1.1.1 Provide agency services, including marketing consultation and planning, creative development, account management, player loyalty programs, production management, branding, marketing research and development, media planning, buying and analysis.
- 1.1.2 Provide strategic input to the ongoing marketing programs and plans.
- 1.1.3 Develop media campaigns geared to meet revenue objectives and reach new markets.
- 1.1.4 Provide strategic counsel around the integration and development of current and potential marketing channels.

1.2 Deliverables

The Agency Provider will work with the Advertising Manager to:

- 1.2.1 Raise awareness of the AMCR with key target audiences.
- 1.2.2 Grow the master brand strategy and develop innovative and effective marketing campaigns.
- 1.2.3 Development of the strategy and creative elements for broadcast television, print, radio, digital, and OOH.
- 1.2.4 Support marketing optimization solutions based on integration of market research insights into the program's strategic creative development and value propositions.
- 1.2.5 Provide a dedicated team to support the AMCR requirements and be able to handle and deliver multiple projects at the same time and be able to operate with time sensitive deliverables.

1.3 Background Information

The Akwesasne Mohawk Casino Resort is located in Upstate New York situated along the St. Lawrence River and bordering Canada in two provinces both Ontario and Quebec. The Akwesasne Mohawk Casino Resort opened its doors in April of 1999 by the St Regis Mohawk Tribe and is the number one entertainment venue in the surrounding area.

The property includes 130,000 square feet of gaming with 1,150 of the newest slot and video poker titles, table games, bingo and a sports book. Food venues include the Native Harvest Café, Maple Steak & Ale, Sticks Sports Book & Grill, The Tavern, Cascades Lounge, and Cedars Coffee featuring Starbucks™ beverages, as well as Maple Brewing. In addition, AMCR offers a 150-room hotel. The Akwesasne Mohawk Casino Resort welcomes over 1 million visitors annually both National and International with a good portion of our customer base from Canada.

The goal of the Akwesasne Mohawk Casino Resort is to be the first choice for the customer's casino and gambling entertainment. Based on this goal, the Akwesasne Mohawk Casino Resort is focusing on building

loyalty and real value for our customers. This is accomplished by being a service-oriented entertainment company who offers attractive benefits and rewards to its customers.

In-house marketing initiatives include internal collateral, website management, social media, direct mail creative, print creative and OOH creative.

2 Proposal Preparation Instructions

2.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to AMCR as necessary to gain such understanding. AMCR reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, AMCR reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to AMCR.

Proponents are solely responsible for their own expenses in preparing, presenting or delivering a proposal.

2.2 Good Faith Statement

While AMCR has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be absolutely accurate by Mohawk Gaming Enterprise, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

This document or any portion thereof may not be used for any purpose other than the submission of proposals.

Proponent responses must be signed by an authorized officer of the firm.

Information pertaining to this RFP or any material obtained by the proponent as a result of participation in this proposal is confidential and must not be disclosed without written authorization from AMCR.

2.3 Notice of Intent to Participate

The Akwesasne Mohawk Casino Resort respectfully requests that all organizations that have received this RFP to declare their intention to either submit a proposal or decline to submit a proposal by sending a Notice of Intent to Participate to Julie White at juwhite@mohawkcasino.com, no later than 4:00 pm EST on March 21, 2022. The e-mail should contain:

- The Bidder's name;
- Contact information for the bidder's representative;
- An indication of whether or not the bidder intends to submit a proposal by deadline specified in Section 2.7 and
- An explanation if the bidder is opting to decline the opportunity to submit a proposal

2.4 Proposal Submissions

Proposals must be delivered to the Akwesasne Mohawk Casino Resort Purchasing department or via electronic submission (i.e Email or Fax), prior to the closing of **3:00 p.m. on April 4, 2022**. Please indicate the Reference Number **RFP2022-03** in the email subject line or on your document and envelope if sending hard copies.

Mailing Address:
Attn: Julie White – Purchasing Department
Akwesasne Mohawk Casino Resort – ADMIN BLDG
PO BOX 1179
873 State Route 37
Akwesasne, NY 13655

Late proposals received after the closing date and time will be disqualified from competition and returned to the respondent unopened.

If submitting via mail or drop off, Vendors are to submit (4) four original copies of proposal marked "original" and must be individually bound. Submissions will also be accepted electronically (email or fax).

2.5 Communication

Attention:

Verbal communication shall not be effective unless formally confirmed in writing by specified Procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Respondents wishing to amend an already submitted proposal must submit the amendment in writing before the designated closing date/time provided they are properly identified by company name, RFP number and due date.

Vendors' inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Akwesasne Mohawk Casino Resort Purchasing Department PO BOX 1179 Hogansburg, NY 13655

Telephone: (518) 358-2222 x2497

Fax: (518) 935-9305

E-mail: juwhite@mohawkcasino.com

Julie White

Applicable terms and conditions herein shall govern communications and inquiries between AMCR and vendors as they relate to this RFP.

Informal Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any AMCR employee or representative of any kind or capacity with the exception of Julie White for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the named above at any time.

Formal Communications shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to March 21, 2022 via fax 518-935-9305 or e-mail Purchasing Manager, Julie White juwhite@mohawkcasino.com.
- Errors and omissions in this RFP and enhancements: Vendors shall bring to AMCR any
 discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP,
 vendors shall recommend to AMCR any enhancements, which might be in AMCR best interests.
 These must be submitted in writing and be received prior to March 21, 2022.
- Inquiries about technical interpretations must be submitted in writing and be received prior March 21, 2022.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Manager, Julie White 518-358-2222 ext. 2497 or via e-mail juwhite@mohawkcasino.com at any time during this process.
- Verbal and/or written presentations and pre-award negations under this RFP.
- · Addenda to this RFP.

Addenda: AMCR will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within three (3) business days.

AMCR will not respond to any questions/requests for clarification that require addenda, if received by AMCR after **March 21, 2022**.

2.6 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those vendors that have the interest, capability, and financial strength to supply AMCR with auditing services as define in the Scope of Work.

All submissions are subject to evaluation after opening and before award of contract. Submissions may be evaluated not only on the submitted price, but also on quality and quantity of services provided and the capacity of the respondent to meet the requirements of the procurement in accordance with the criteria stated in this RFP document. All buying activity will attempt to seek out best value, which maximizes the effectiveness and profitability to AMCR.

The AMCR is not obligated to award the lowest proposal and reserves the right to readdress the requirement should there be reasonable doubt that prices received are not competitive. This RFP implies no obligation on AMCR. To accept this response or any response submitted.

The AMCR reserves the right to award this contract to a single overall bidder for all services further defined in Section (6) Scope of Work and Services of this RFP, or to make awards on the basis of individual services or group of services, whichever shall be considered by the casino to be most advantageous or to constitute its best interest.

2.7 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances.

Issuance of RFP March 1, 2022
Technical Questions/Inquiries/Notice of Intent due March 21, 2022

RFP Closes April 4, 2022 (3:00 pm)

Short Listed Agencies Notified May 12, 2022
Presentations by Short Listed Agencies May 30-31, 2022
Final Evaluation June 1-3, 2022

Final Award Notification

June 7, 2022

Contract to Commence

July 1, 2022

2.8 Selection and Notification

The process AMCR is using to select its preferred provider involves evaluating all proposals according to the evaluation criteria defined in Section (3) of this document.

A selection committee representing various business units within AMCR will review all proposals and score vendors based upon the points set out in Section (3).

From this evaluation, a short list of firms will be selected and may be asked to present and respond to questions from the selection committee designed to evaluate the firms understanding of the AMCR.

2.9 Contract Award

The Evaluation Committee will make a final recommendation for the award to the General Manager. Upon award, the successful Proposer(s) will be required to execute a Service Agreement in accordance with the Scope of Work and provide a certificate of insurance in conformance with the requirements set forth in the request for proposal within fifteen (15) business days of award. *No awards are final until signed by the Akwesasne Mohawk Casino Resort General Manager.*

3 Proposal Content and Evaluation Criteria

The following represents the principal selections criteria which will be considered during the evaluation process:

3.1 Corporate Profile and Qualifications (Maximum Points 10)

- **3.1.1** Please provide a brief summary of your firm. Please make sure to include the following:
 - 3.1.1.1 Legal Name
 - 3.1.1.2 Years in Business
 - 3.1.1.3 Agency Ownership.
 - 3.1.1.4 Principal Leadership.
 - 3.1.1.5 How many employees, full and part-time?
 - 3.1.1.6 Employee count by Senior Management, Account Management, Creative, Production, Media, On-line, other.
 - 3.1.1.7 List top 5 agency accounts (preferably gaming), the sector they represent and the length of time they have been with your agency and details of services provided.
 - 3.1.1.8 Outline core company competencies i.e. in-house services.

- 3.1.1.9 Outline services that would be contracted out, names of contracted partners with pricing.
- 3.1.1.10 Please provide 3 current client references with similar services as listed in the RFP along with contact information.
- 3.1.1.11 Description of current/past (relevant) experience

3.2 Strategic, Account Management and Creative Capability (Maximum Points 30)

- **3.2.1** Describe your agency's vision and how you differentiate yourself in the market.
- **3.2.2** What is your process to become initiated and immersed in a new client's business?
- **3.2.3** What is your process and strategic approach for a rebranding project and creative campaign? Please address your digital capabilities in detail.
- **3.2.4** Identify the agency team that will work on this account and their specific areas of responsibility for this project. Provide background information on each team member that would explain why they would be an effective addition to the team.
- **3.2.5** Outline the experience of the firm with respect to targeting new markets and developing mass media campaigns.
- **3.2.6** Explain how you will use digital marketing techniques to maximize the campaign's impact.
- **3.2.7** Explain how you will employ state of the art production techniques and cost saving methods.
- **3.2.8** Specify which email platform used and highlight the abilities of the software.
- **3.2.9** Describe the interaction between your account management team and your creative team, and how the teams work together.
- **3.2.10** Outline your experience in brand development.
- **3.2.11** Explain how you measure the success of your campaigns. What reports do you produce?

3.3 Project Management (Maximum Points 10)

- **3.3.1** How do you ensure projects are delivered on time and on budget?
- **3.3.2** Describe your billing process, from estimation through to invoicing.
- **3.3.3** Does your agency charge mark-up on third party production? If so, what is the mark-up percentage?
- **3.3.4** Provide the hourly rates for each person proposed for the team. Provide an estimate specific to the brand strategy/rebranding project, which is a separate project/fee from the creative/media budget.
- **3.3.5** Are hourly rates/fees pro-rated? For example, if a change is requested and it takes 10 minutes, will a full hour be billed?

3.4 Case Studies (Maximum Points 30)

Please provide one case study for each of the following scenarios; specifically provide the challenge, the creative strategy and execution, and the measurable results. Please identify the role proposed team members played in the case studies where relevant.

- **3.4.1** The agency's experience in researching and identifying new markets.
- **3.4.2** The agency's experience in an annual marketing planning process.
- **3.4.3** The agency's experience in a brand strategy/rebranding project.

3.5 Fee Structure (Maximum Points 20)

All references within this price proposal are to be a fixed price and shall remain firm for the duration of any resulting agreement. Freight charges must be billed at vendor's cost without mark-up (FOB: AMCR, pre-pay and add). All proposals must be submitted using AMCR's proposal submission form (**Appendix A**).

- **3.5.1** Please provide a proposed fee structure for the AMCR account, based on the following activities. These activities reflect some, but not all of AMCR's marketing ventures and should be viewed as part of a budgeting exercise designed to provide the selection committee with a model to evaluate. The fee structure should outline the number of hours the agency would propose allotting to each activity by person and title and the hourly rate associated with each position.
 - a) Annual media plan development.
 - b) Approach to branding AMCR as the Casino of choice.
 - c) Develop a customer appreciation/retention program with a focus on both national and international markets. Show fees to develop (3) three in market customer promotions (Burlington, VT, Watertown, NY, Ottawa, ON, and Montreal, QC).

Please propose your preferred remuneration model, which can include, in part, a flat fixed fee, agency commission, and performance based remuneration model or any combination thereof.

Please indicate the guaranteed investment your agency is willing to make in order to understand AMC's business.

Evaluation Factor/Proposal	Weight	Section containing Details
Requirements		
Corporate Profile	10	3.1
2. Strategic, Account MGT	30	3.2
and Creative Capability		
3. Project Management	10	3.3
4. Case Studies	30	3.4
5. Fee Structure	20	3.5
TOTAL	100	

4 Instructions for Completing Proposal Response

4.1 Proposal Document Format

Proposals must conform to the prescribed format described below. Any proposal that deviates from this format may be rejected without review at the AMCR's sole discretion. It is requested that proposals be limited to no more than 50 pages, excluding any sample documents and appendices.

Proposal shall contain at a minimum the following items with clearly marked tabs with Table of Contents:

- A. Completed and Signed Request for Proposal Cover Sheet
- B. Proposal Submission form (Appendix A)
- C. Technical Proposal The proposal should follow the order set forth in Section (3) of this request for proposals
- D. Fee Schedule
- E. Alternate Solutions Form (if any)
- F. Reference Sheet (Appendix B)
- G. Proposed Contract Terms and Conditions outlined in Section (5)

5 Contract Provisions

5.1 Original RFP Document

This RFP should not be construed as a contract to purchase goods or services. AMCR will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an accepted proposal. The successful vendor will be required to sign a contract upon award.

5.2 Contract Approval

This *RFP2022-03* does not, by itself, obligate the AMCR or any of its departments to the use of any of proposed services until a valid written contract is awarded and approved by the appropriate authorities. Upon written notice to the vendor, the AMCR may set a different starting date for the contract. The AMCR will not be responsible for any work completed by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the AMCR.

5.3 Proposal as Part of the Contract

All of this *RFP2022-03* and the successful proposal shall be considered to be incorporated into the contract. AMCR shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

5.4 Electronic Means

This *RFP2022-03* is being made available by <u>electronic means</u>. If accepted by such means, the bidder acknowledges and accepts full responsibility to ensure that no changes are made to this *RFP2022-03*. In the event of conflict between a version of the *RFP2022-03* in the bidder's possession and the version maintained by AMCR, the version maintained by AMCR shall govern.

5.5 Tax Exempt

AMCR is not responsible for and will not pay local, state, or federal taxes. Our New York State tax exemption number is #EX-152433.

5.6 Term

The contract shall be for a two year fixed pricing agreement. Thereafter, by mutual agreement, the contract may be automatically renewed for up to one (1) additional year, unless either party gives the other party written notice of termination at least (30) days prior to the end of the then-current term. At that time, pricing shall remain the same and no increase shall go into effect.

5.7 Termination

The parties agree that either the AMCR or Vendor through written notice may terminate Vendor's engagement under this Agreement at any time with or without cause upon giving written notice to the other party. The AMCR shall pay Vendor for all services performed by Vendor through the date of termination and shall not affect any rights or obligations which have accrued prior thereto or in connection therewith.

5.8 Insurance

The Vendor, at its sole cost and expense, shall provide proof of insurance, upon execution of this Agreement by submitting a Certificate of Liability Insurance to AMCR. As a minimum, the Vendor shall provide and maintain the following coverage and limits and identify AMCR as an additional insured on such Certificate:

- **5.8.1 Worker's Compensation:** The Vendor shall provide and maintain statutory Worker's Compensation Insurance and Employers' Liability coverage for all of its employees who will be engaged in the performance of this Agreement, including special coverage extensions where applicable, as required by the laws of New York. Employers' Liability limits of \$1,000,000.00 each accident or occupational sickness or disease shall be required.
- **5.8.2 Commercial General Liability:** The Vendor shall provide and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit,
- **5.8.3 Automobile Liability:** If Vendor is to be doing any work at our property involving Vendor's vehicles, the Vendor shall provide and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, non-owned and all hired vehicles.
- obligation of the Vendor and is of the essence of this Agreement. All such insurance shall comply with laws of New York State. Insurance shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York State. The Vendor shall comply, at all times, with the terms of such insurance policy(s) and all requirements of the insurer under such insurance policy(s), except as they may conflict with the laws of New York State or this Agreement. The prescribed limits of coverage within each insurance policy(s) maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and contractual obligations under this Agreement.

5.9 Indemnification and Hold Harmless

The Vendor agrees to indemnify, defend and hold AMCR, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments that include reasonable attorney's fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any AMCR indemnities, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Vendor, its officers, directors, agents, employees or subcontractors.

5.10 Independent Contractor

The Vendor shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the services, and fully liable for the acts and omissions of its employees, sub consultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between AMCR and the Vendor, and no such relationship shall be implied from performance of this Agreement.

5.11 Warranty

As an inducement for AMCR to enter into this Agreement, the Vendor represents and warrants to AMCR that all services, work and deliverables to be performed hereunder shall be performed by the Vendor in a professional and workmanlike manner, in accordance with the highest industry standards.

5.12 Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause(s) beyond its control. Without limiting the generality of the foregoing, such cause(s) include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause(s) which could not with reasonable diligence be controlled or prevented by the party.

5.13 Confidentiality Statement

This document contains information (and the Vendor may have access to) confidential information of the AMCR, including, but not limited to; organization, financial, patron data, marketing information, business operations, intellectual property, plans, collectively the "Confidential Information". The Vendor is authorized to use the Confidential Information solely in connection with the preparation of a response to a RFP, and fulfillment of any resulting purchase order or contract award. The Vendor will not directly or indirectly use the Confidential Information beyond the scope of the authority granted by AMCR or disseminate, disclose or in any way reveal the Confidential Information or any part thereof, except upon the express written approval of AMCR. Reproduction of any section of this document must include this legend. The Vendor's obligations (including its current and future officers) under this proposal and any resulting purchase order or contract award, shall survive the termination or expiration of such.

5.14 Compliance with Law

The Vendor shall comply with all applicable federal, New York State, Tribal laws, regulations and local ordinances in the performance of this Agreement.

5.15 Governing Law

All questions with respect to the interpretation of this Agreement and the rights and obligations of the parties hereto shall be determined in accordance with the laws of New York State.

5.16 Quantities, Additions and Deletions

The quantities listed in this **RFP2022-03** are based on historical date and are for reference purposes only. It is not a guarantee to purchase. Quantities may increase or decrease throughout the duration of the contract.

5.17 Entire and Binding Agreement

This Agreement shall constitute the entire agreement between the parties and may not be modified, amended or changed except by a writing signed by all parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, provided that this Agreement shall not be assigned by either party without prior written consent of the other party.

6 Scope of Work and Services

The successful bidder will:

- 6.1 Serve as marketing/media agency for the Marketing Department of AMCR.
- 6.2 Provide strategic input, creative development, account management, media planning and buying, digital campaigns, and program implementation on all mass media campaigns.
- 6.2 Provide email creative, deploy and reporting.
- 6.4 Proof for accuracy and completeness of insertions, displays, broadcasts, or other forms of advertisements.
- 6.5 Audit invoices for space, time, material preparation and charges.
- 6.6 Participate in the development of the annual marketing/media planning process.
- 6.7 Develop a comprehensive understanding of the AMCR business.
- 6.8 Update website at AMCRs request (website built on concrete 5) with potential of building an all new website.
- 6.9 Provide agency services, including marketing consultation and planning, creative development, account management, player loyalty programs, production management, branding, marketing research and development, media planning, buying and analysis.
- 6.10 Provide strategic input to the ongoing marketing programs and plans.
- 6.11 Develop media campaigns geared to meet revenue objectives and reach new markets.
- 6.12 Provide strategic counsel around the integration and development of current and potential marketing channels.

APPENDIX A

Proposal Submission Form

(Please type or print clearly in ink only)

****TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH PROPOSAL ****

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in *RFP2022-03*. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as Representative for the vendor:

Complete Legal Name of vendor (type/print):

Remit to Address:

SIN No. /Fed ID No.:

Signature:

Name (type/print):

Title:

Telephone:

Fax:

Cellular:

Date:

NAICS Code:

This *RFP2022-03* document is confidential and is not to be reproduced, transmitted, or made available by the recipient to any other party without AMC' express written permission. This *RFP2022-03* document is provided to the recipient on the basis of the undertaking of confidentiality given by the recipient to AMC. AMC may update or revise the *RFP2022-03* document or any part of it. The recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

To receive consideration for award, this sheet must be returned to the Akwesasne Mohawk Casino Purchasing Department, as it shall be part of your response.

REFERENCE LIST

(Please type or print clearly in ink only)

****TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH PROPOSAL ****

L.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON NAME AND TITLE:		
	EMAIL ADDRESS:	Phone:	
	DATE RANGE OF CONTRACT:	REASON FOR TERMINATION:	
	BRIEF DESCRIPTION OF SERVICES PROVIDE	D:	
2.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON NAME AND TITLE:		
	EMAIL ADDRESS:	Phone:	
	DATE RANGE OF CONTRACT:	REASON FOR TERMINATION:	
	BRIEF DESCRIPTION OF SERVICES PROVIDE	D:	
3.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON NAME AND TITLE:		
	EMAIL ADDRESS:	Phone:	
	DATE RANGE OF CONTRACT:	REASON FOR TERMINATION:	
	BRIEF DESCRIPTION OF SERVICES PROVIDE	D:	

APPENDIX C - RFP2022-03

CONTACT INFORMATION

Julie White Purchasing Manager

P: (518) 358-2222 Ext. 2497

F: (518) 935-9305

E: juwhite@mohawkcasino.com

Kathy Thompson Advertising Manager Marketing

P: (518) 358-2222 Ext.2464

E: kathythompson@mohawkcasino.com

Craig Fuller Marketing Director

P: (518) 358-2222 Ext.2442 E: <u>cfuller@mohawkcasino.com</u>

APPENDIX D - RFP2022-03

Annual Labor Breakdown by Services Total Hours Account Management Services 430 Media Placement/Planning Services 1,477 Creative 558 Email 1,235 Website 56

TOTAL HOURS BILLABLE 3,804

Creative services include email templates/creative and deployment, website updates, display banners, Facebook ads, SEM/SEO, monthly digital reports, digital media planning and Strategy, OOH creative, print ads (send creative to vendor and occasional ads), radio production, and tv production (donuts).